Page 1 of 2

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AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

§ 8

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

WHEREAS, Vincent J. Stagliano and Peggy S. Stagliano, Husband and Wife, whose address is 5501 St. Andrews Court, Plano, Texas 75093 ("Lessor") executed that certain Oil and Gas Lease dated March 7th, 2007, unto Chesapeake Exploration Limited Partnership, whose successor in interest is Chesapeake Exploration LLC, an Oklahoma limited liability company and whose address is P.O. Box 18496, Oklahoma City, Oklahoma, 73118. (Lessee), which is recorded as Document # D207219499 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease").

WHEREAS, Lessor and Assignee now desire to amend the Lease and extend the primary term of the Lease by an additional **Two (2) years** as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

"The primary term shall extend to March 6th, 2012, and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does not hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 15th day of February, 2010, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR:

Vincent L

Peggy S. Stagliano

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this 194 day of February, 2010 personally appeared Vincent J. Stagliano and Peggy S. Stagliano, Husband and Wife, known to me to be the persons whose names are subscribed to the forgoing instrument.

[SEAL]

SHERYL L. FLETCHER MY COMMISSION EXPIRES May 7, 2012

Notary Public, State of Texas

Notary's name (printed): Shery L Fletch Notary's commission expires May 7 2012

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

TURNER OIL & GAS PROPERTIES 1314 LAKE ST STE 202 **FT WORTH, TX 76102**

Submitter: TURNER OIL & GAS PROP, INC.

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Filed For Registration:

3/9/2010 1:24 PM

Instrument #:

D210051861

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D210051861

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Prepared by: VMMASSINGILL